



PRIORITY MAINTENANCE AGREEMENT

For Claims purposes reference name / Vin

DECLARATIONS				AGREEMENT #	-BMP
Customer Name		Effective Date		Purchase Price	
Street Address				Phone	
City, State, ZIP					
Issuing Dealer				Dealer Phone	
Producer Number				Model Code	
Vehicle:	Year	Make	Model	VIN	
Lienholder Information					

This Priority Maintenance Agreement is between YOU and the ADMINISTRATOR named above. In consideration for the amount charged to YOU, YOU are entitled to receive the PRIORITY MAINTENANCE PLAN BENEFITS from the ISSUING DEALER, in accordance with the definitions and limitations for the Plan as described in the section titled "PRIORITY MAINTENANCE PLAN BENEFITS" below and as further defined herein. YOU must retain YOUR copy of this Agreement or the card provided (if provided by the ISSUING DEALER) and present the Agreement or card at the time of bringing in YOUR vehicle for maintenance.

TERM: The term of this agreement is continuous from the Effective Date, with the Plan Benefits Expiring After _____ Months.

PRIORITY MAINTENANCE PLAN BENEFITS

<input type="checkbox"/> <p>DEFINED SCHEDULED MAINTENANCE PLAN</p> <p>_____ Scheduled Maintenance based on the Manufacturer's suggested maintenance schedule. See the definition herein for "Priority Maintenance Plan Benefits" for details.</p> <p>* _____ Initial here to confirm YOUR understanding that this is YOUR Plan.</p>

In consideration for the amount paid by YOU, YOU will receive the number of Scheduled Maintenances as indicated above. The Scheduled Maintenance must be used within the guidelines of the plan. YOU can only use the Scheduled Maintenance on the vehicle listed above. YOU are solely responsible for performing all services and maintenance required to keep YOUR vehicle in safe working order and in order to maintain any manufacturer warranty.

YOU whose signature appears below, acknowledges that: The information contained above, is to the best of YOUR knowledge correct. YOU have read the Terms and Conditions on the front and back of this Agreement and understand and accept all of the provisions herein; this Agreement is not a warranty, an insurance policy or a guarantee.

YOUR Signature

Date

Dealer's Authorized Representative's Signature

DEFINITIONS

- ADMINISTRATOR: means Interstate National Dealer Services, Inc.
- AGREEMENT: means this Priority Maintenance Agreement.
- YOU, YOUR: means the customer named in the Declarations section of this Agreement.
- WE, US, OUR: means the entity who is obligated to perform under this Agreement, as indicated on the Identification Card.
- VEHICLE: means the vehicle described in the Declarations section of this Agreement.
- ISSUING DEALER: means the dealer from whom you purchased the Agreement.
- PRIORITY MAINTENANCE PLAN BENEFITS: means each scheduled maintenance that is described in the owner's manual from the manufacturer for the vehicle listed in the application section of this Agreement. The plan benefits are based on the scheduled maintenance definition described above. Benefits do not include wear and tear items other than lubricants, fluids, and spark plugs. YOU will be responsible for part items that are listed in the owner's manual as replace if necessary and those items that are NOT specifically noted as replace or change in the owner's manual at a specifically scheduled interval.
- WE, US, OUR: refers to Interstate National Dealer Services, Inc., 333 Earle Ovington Blvd., Uniondale, NY 11553; Vehicle Service Contract provider license number 0C36822.

TRANSFER RIGHTS

This Agreement is non-transferable.

CANCELLATION OF PRIORITY MAINTENANCE AGREEMENT

1. You may cancel this Agreement by notifying us. A cancellation form will be required.
2. We may cancel this Agreement for non-payment of the Agreement charge, or for intentional misrepresentation in obtaining this Agreement or in submitting a claim, subject to the requirements of Section 12825 of the California Insurance Code.
3. If YOUR Vehicle and this Agreement has been financed, the lienholder may cancel this Agreement for non-payment, or if YOUR Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lienholder and the lienholder is also entitled to any resulting refund.
4. If this Agreement is canceled within the first sixty (60) days and no claim has been filed, the entire Agreement charge paid will be refunded. At anytime, if a claim has been filed, an amount of the unearned Agreement charge will be refunded according to the lesser of the pro-rata method reflecting the days in force based on the term of Agreement and the date when Coverage began or the difference between the amount charged for the Agreement and the value of the retail services performed and paid for by this Agreement.
5. An Administrative fee of \$25 or 10% of the Agreement charge, whichever is less, will be deducted from all refunds after sixty (60) days
6. In the event of cancellation, the lienholder, if any, will be named on the cancellation refund check.

EXCLUSIONS

This Agreement does not cover, nor will this Agreement pay for:

- **Maintenance work performed by anyone other than the ISSUING DEALER.**
- **Any item not specifically listed under the Priority Maintenance Plan Benefits or as defined by the Priority Maintenance Plan Benefits.**
- **Any maintenance items of any kind, if the vehicle's odometer has been disconnected or altered.**
- **Any costs YOU may incur for consequential or secondary damages, personal expenses, any parts, items, labor, fluids or upgrades that do not fall under the definitions, including specific exclusions herein.**
- **Liability for damage to property or injury to, or death of, any person arising out of the operation, maintenance, shipment, storage or use of the VEHICLE listed within this Agreement, whether or not related to the Priority Maintenance Plan Benefits.**

LIABILITY LIMITS

The limit of liability is the amount for the Priority Maintenance Plan Benefits as defined herein. Maintenance parts, at the ISSUING DEALERS option, may be either original equipment manufacturers or have like kind and quality.

YOUR RESPONSIBILITIES

- **Return YOUR vehicle to YOUR ISSUING DEALER as per the scheduled maintenance defined by the manufacturer. YOU must contact YOUR ISSUING DEALER to schedule maintenance before returning vehicle.**
- **Retain copies of all repair orders, invoices and receipts for all benefits received under this Agreement.**

GENERAL PROVISIONS

- This Agreement will be governed by the law of the state in which ISSUING DEALER is physically located.
- No amendment, supplement or waiver of any of the provisions of this Agreement will be binding against the ADMINISTRATOR unless it is in writing and signed by one of the authorized representatives of the ADMINISTRATOR.

AGREEMENT TERM

This Agreement begins on the Effective Date shown on the Dealer copy of this Agreement and expires when the length of time indicated under the term has been reached.

NOTICE: Performance to You under this Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days from the date proof of loss was filed. The name and address of the insurance company is Ohio Dealers Assurance Company, P.O. Box 21185, Upper Arlington, OH 43221. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357.